

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION

FILED BY *[Signature]* D.C.

05 JUL 27 AM 6:52

UNITED STATES OF AMERICA,

Plaintiff,

v.

VELSICOL CHEMICAL CORPORATION, a
Delaware corporation, CITY OF MEMPHIS,
TENNESSEE, a municipal corporation,

Defendants

THOMAS M. GOULD
CLERK, U.S. DISTRICT COURT
WD OF TN, MEMPHIS

) Civil Action No.: 91-2815-G

AMENDMENTS TO THE PARTIAL CONSENT DECREE

The Partial Consent Decree entered in this action on October 10, 1991, by agreement of the parties and upon approval of the Court is hereby amended as follows:

1. Section IV (Definitions) [page 8] is amended as follows:

by removing the phrase "Velsicol Chemical Corporation ("Velsicol")" from definition "P" for "Settlors" and replacing it with "Custodial Trust."

By adding additional definitions as follows:

(X) "Bankruptcy Settlement Agreement" shall mean the Settlement Agreement between the United States, the State of Michigan, the State of New Jersey, the State of Tennessee, Velsicol Chemical Corporation, Fruit Of The Loom, Inc., and NWI Land Management, Inc. that was approved by the United States Bankruptcy Court for the District of Delaware

This document entered on the docket sheet in compliance
with Rule 58 and/or 79(a) FRCP on *[Signature]*

[Signature]

on August 9, 2002, in that court's bankruptcy action number 99-4497 (PJW), attached hereto and incorporated herein as Exhibit A.

(Y) "Custodial Trust" shall have the meaning assigned to that term in the Bankruptcy Settlement Agreement. The Custodial Trust is LePetomane III, Inc., not individually but solely as Custodial Trustee.

2. Sub-Section V.C. (Commitments by Settlors and EPA) is amended by adding a new paragraph 6 to read as follows:

6. The Custodial Trust shall be substituted for Velsicol as a Settlor and shall thenceforth assume all responsibilities and obligations previously held by Velsicol under the Consent Decree, as amended; provided, however, that with respect to the Custodial Trust only, its assumption of the obligations of Velsicol under the terms of this Consent Decree shall be limited to the extent of funding for the Hollywood Dump Site Facility Trust Account as described in the Bankruptcy Settlement Agreement, and shall otherwise be subject to the terms and limitations of the Bankruptcy Settlement Agreement. Moreover, in the event and to the extent that any provision of this Consent Decree, as amended, is determined to be inconsistent with the terms and limitations of the Bankruptcy Settlement Agreement, then the terms and limitations of the Bankruptcy Settlement Agreement shall control.

3. Section XV (Trust Fund) [pages 32-33] is amended as follows:

Sub-section A is amended by deleting it in its entirety and substituting the following:

A. The "Hollywood Dump Site Revised Trust Agreement" ("Trust Agreement") replaces the previously approved Hollywood Dump Site Trust Agreement and sets forth the terms and conditions for the operation of the Hollywood Dump Site Trust Fund ("Trust Fund") upon approval by the court of these Amendments To Partial Consent Decree. It shall be the obligation of the Trustee of the Trust Fund to finance the obligations of the Settlors under the Consent Decree. The Settlors shall make all necessary payments to fully fund the Trust Fund in the manner and according to the schedule set forth for each Settlor in the Trust Agreement. Money in the Trust Fund shall be used to pay the expenses of the Work conducted pursuant to the Consent Decree and payments required pursuant to Section XVIII of the Consent Decree, including trust administration expenses; provided, however, that the Trust Fund shall not be used to pay stipulated penalties pursuant to Section XXII of the Consent Decree.

Sub-section B is amended by deleting it in its entirety and substituting the following:

B. Notwithstanding anything in the Trust Agreement, the City shall be responsible for compliance with the Consent Decree. No proposed change in the Trust Agreement or the Trustee shall be effective prior to receipt by the City of EPA's written notice of its approval.

Sub-section C is amended by deleting it in its entirety and substituting the following:

C. The City shall be responsible for ensuring that the Trust Fund contains sufficient funds to pay the expected obligations of the Settlors under the Consent Decree for the next one hundred and eighty (180) days. In the event the amount of funds in the Trust Fund falls below this level, the City shall within the next thirty (30) days advance sufficient additional funds to the Trust Fund to ensure prompt payment of all obligations of the Settlors under the Consent Decree as projected for the then next one hundred and eighty (180) days. Money remaining in the Trust Fund upon both issuance of Certification of Completion by the United States and issuance of certification that all Response Costs have been paid shall then be disbursed in accordance with the terms of the Trust Agreement.

4. Section XXIII (Covenants Not To Sue By The United States) [pages 50-53] is amended by the addition of a new sub-Section that shall be inserted at the end of the Section and shall read as follows:

H. Velsicol shall be relieved of all obligations and further liability pursuant to the Consent Decree consistent with the terms of the Bankruptcy Settlement Agreement. The Custodial Trust's liability shall be limited by the terms of the Bankruptcy Settlement Agreement.

5. Section XXVII (Notices And Submissions) [pages 56-57] is amended as follows: Sub-
Section B is deleted in its entirety and in its place the following is substituted:

B. Unless noted otherwise, where written notice is required to be given or a report to
other document is required to be submitted, such notice shall be sent to:

Randy Bryant
Remedial Project Manager
Waste Management Division
United States Environmental Protection Agency, Region 4
Sam Nunn Atlanta Federal Center
61 Forsyth Street
Atlanta, Georgia 30303-8960

Paul Patterson
Administrator, Environmental Engineering
City Hall
125 North Main St., Room 608
Memphis, TN 38103
(901) 576-6742

Office of the Custodial Trust
LePetomane III, Inc., not individually but solely as Custodial Trustee
Jay A. Steinberg, not individually but solely as President of
LePetomane III Inc., not individually but solely as Custodial Trustee
321 N. Clark Street Suite 2700
Chicago, Illinois 60603

Unless noted otherwise, when legal notice is required, such legal notice shall be sent to:

Sara L. Hall
City Attorney
City of Memphis
125 North Main St., Room 336
Memphis, TN 38103
(901) 576-6511

Quentin C. Pair
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, DC 20044

David S. Engle
Associate Regional Counsel
United States Environmental Protection Agency, Region 4
Sam Nunn Atlanta Federal Center
61 Forsyth Street
Atlanta, Georgia 30303-8960

Unless otherwise noted, copies of checks and payment transmittal letters to the United States shall be sent to:

Ms. Paula V. Batchelor
Waste Management Division
United States Environmental Protection Agency, Region 4
Sam Nunn Atlanta Federal Center
61 Forsyth Street
Atlanta, Georgia 30303-8960

Any payments due to the United States shall be mailed to:

United States Environmental Protection Agency, Region 4
Superfund Accounting
Attn: Collection Officer in Superfund
P. O. Box 100142
Atlanta, Georgia 30384

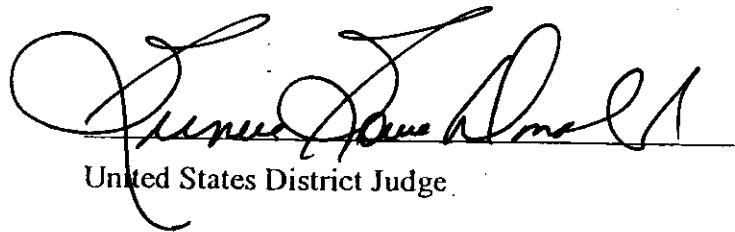
6. Section XXVIII (Effective And Termination Dates) [page 58] is amended by adding the following language as a third sub-Section:

C. These Amendments To Consent Decree shall become effective upon entry by the Court.

7. Section XXXII (Lodging And Opportunity For Public Comment) [page 59] is amended by adding the following language as a second paragraph:

These Amendments to the Consent Decree shall be lodged with the court for a period of not less than thirty (30) days for public notice and comment in accordance with Section 122(d)(2) of CERCLA, 42 U.S.C. 9622(d)(2) and 28 C.F.R. 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding these Amendments to the Consent Decree disclose facts or considerations which indicate that the Amendments to this Consent Decree are inappropriate, improper, or inadequate. Settlors consent to the entry of these Amendments to the Consent Decree without further notice.

SO ORDERED THIS 26 DAY OF July, 2004.


United States District Judge

THE UNDERSIGNED PARTIES enter into these Amendments To The Partial Consent Decree in the matter of United States v. Velsicol Chemical Corporation and City of Memphis, Tennessee, relating to the North Hollywood Dump Superfund Site.

FOR THE UNITED STATES OF AMERICA

Date: 2.28.05

Tom Sanonetti

THOMAS L. SANONETTI
Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice

Date: 3/3/05

Alan Tenenbaum

ALAN S. TENENBAUM
National Bankruptcy Coordinator
Environment and Natural Resources Division
U.S. Department of Justice

Date: 4 March 05

Quentin C. Fair

QUENTIN C. FAIR
Environment and Natural Resources Division
U.S. Department of Justice

Date: _____

Winston A. Smith
Director, Waste Management Division
United States Environmental Protection Agency
Region 4

Date: _____

DAVID S. ENGLE
Associate Regional Counsel
United States Environmental Protection Agency,
Region 4

THE UNDERSIGNED PARTIES enter into these Amendments To The Partial Consent Decree in the matter of United States v. Velsicol Chemical Corporation and City of Memphis, Tennessee, relating to the North Hollywood Dump Superfund Site.

FOR THE UNITED STATES OF AMERICA

Date: _____

THOMAS L. SANSONETTI
Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice

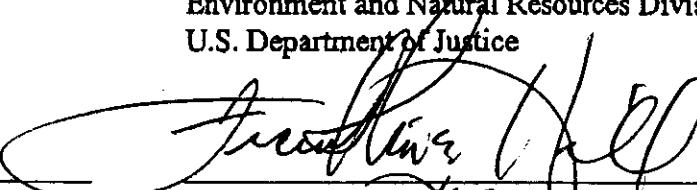
Date: _____

ALAN S. TENENBAUM
National Bankruptcy Coordinator
Environment and Natural Resources Division
U.S. Department of Justice

Date: _____

QUENTIN C. PAIR
Environment and Natural Resources Division
U.S. Department of Justice

Date: 2/25/05


Winston A. Smith
Director, Waste Management Division
United States Environmental Protection Agency
Region 4

Date: 2/11/05


DAVID S. ENGLE
Associate Regional Counsel
United States Environmental Protection Agency,
Region 4

TERRELL L. HARRIS
United States Attorney
Western District of Tennessee


JOE A. DYCUS
Assistant United States Attorney
800 Clifford Davis Federal Office Building
167 N. Main Street
Memphis, TN 38103-1898
(901) 544-4231

FOR VELSICOL CHEMICAL CORPORATION

Date: 11/11/04

Charles R. Hanson

Charles R. Hanson
Vice President, Environmental Management
Velsicol Chemical Corporation
Memphis Environmental Center
5909 Shelby Oaks Drive
Suite 146
Memphis, Tennessee 38134

Charles R. Hanson
Vice President, Environmental Management
Velsicol Chemical Corporation
Memphis Environmental Center
5909 Shelby Oaks Drive
Suite 146
Memphis, Tennessee 38134

Authorized Agent to accept service for
Velsicol Chemical Corporation

FOR THE CITY OF MEMPHIS, TENNESSEE

Date: 12/14/04

Sara L. Hall

Sara L. Hall
City Attorney
City of Memphis
125 North Main St.
Memphis, TN 38103
(901) 576-6000

Authorized Agent to accept service for The
City of Memphis

Sara L. Hall
City Attorney
City of Memphis
125 North Main St.
Memphis, TN 38103
(901) 576-6000

FOR THE CUSTODIAL TRUST

Date: 1-28-05

Office of the Custodial Trust

LePetomane III, Inc., not individually but solely
as Custodial Trustee

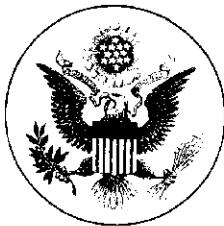
Jay Steinberg, Not Individually, But Solely as President
Jay Steinberg, not individually but solely as
President of LePetomane III, Inc., not
individually but solely as Custodial Trustee

Authorized Agent to accept service for the
Custodial Trust

Office of the Custodial Trust

LePetomane III, Inc., not individually but solely
as Custodial Trustee

Jay Steinberg, not individually but solely as
President of LePetomane III, Inc., not
individually but solely as Custodial Trustee
321 North Clark Street Suite 2700
Chicago, Illinois 60603



Notice of Distribution

This notice confirms a copy of the document docketed as number 151 in case 2:91-CV-02815 was distributed by fax, mail, or direct printing on August 4, 2005 to the parties listed.

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Suite 1700
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Honorable Bernice Donald
US DISTRICT COURT